



ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CA 90242

(562) 940 – 2501



November 5, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF A NON-FINANCIAL STANDARDIZED AGREEMENT FOR SERVICES AT AN ADULT DAY REPORTING CENTER (DRC)

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

The County of Los Angeles Probation Department is requesting that your Board approve a standardized non-financial agreement with community-based organizations (CBOs), school districts, vocational schools and faith-based organizations (FBOs) for services that include educational and vocational skills training, and employment search assistance and job placement at an Adult Day Reporting Center (DRC).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached non-financial standardized agreement to utilize the services of community-based organizations (CBOs), school districts, vocational schools and faith-based organizations (FBOs) for services that include, but are not limited to, educational and vocational skills training and employment search assistance and job placement services at a Day Reporting Center (DRC).
2. Authorize the Chief Probation Officer to negotiate and execute agreements with the with various service providers, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to obtain approval of a standardized agreement to contract with CBOs, school districts, vocational schools and FBOs that have available funding through sources other than the DRC grant. The agreements are non-financial in nature and will be used as a vehicle to obtain services at a state grant-funded Adult Day Reporting Center that is scheduled to open in November 2008 at 5811 San Pedro Street in Los Angeles. This will provide Probation with needed resources at no cost to the Department. This will also provide the participating agencies with the opportunity to provide specific services that are not funded through Probation. The agencies will be primarily providing services that include educational and vocational skills training, employment search assistance, and job placement services. Other services that may be provided include job training and job preparation, vocational rehabilitation, career development, life skill services and supportive services (e.g., medical, dental, clothing, etc.) The recommended actions will result in a collaboration and sharing of resources with community partners.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan Goal No. 4: Fiscal Responsibility, No. 7: Health and Mental Health, and Goal No. 8: Public Safety. Implementation of these recommendations will enable Probation to coordinate and collaborate integrated services for probation adults.

FISCAL IMPACT/FINANCING

The proposed agreements will be non-financial and will not have a financial impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 1, 2008, your Board authorized the Chief Probation Officer to accept funding under the SB81 Pilot Project administered by the Corrections Standards Authority (CSA) for an Adult Day Reporting Center (DRC). CSA allocated funding for two one-time probation pilot projects. The County of Los Angeles Probation Department was selected to participate in the pilot project along with the Alameda County Probation Department. Each pilot project was funded at \$5 million and the funds were made available for expenditure for a period of three years effective August 24, 2007 through August 23, 2010. The overall purpose of the pilot projects is to test models for reducing the number of offenders sentenced to state prison. Additionally, the CSA requires that Probation provide a report and evaluation of this pilot project.

The proposed pilot project targets the emerging adult probationer population (18 to 25 year-olds), which includes probationers with known gang affiliations. The pilot project also targets probationers that live within jurisdictions in Los Angeles County that are known gang hot spots. The Probation Department is working with several public agencies as well as local law enforcement to coordinate the project and enhance services to the gang hot spots.

The proposed non-financial standardized agreement includes all contractual requirements and will be executed based on the needs of the DRC, available grant funding, and subject to approval by County Counsel as to form.

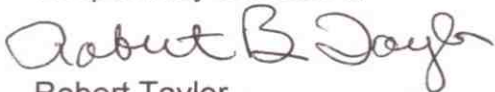
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Probation to leverage funds, enhance collaborations with local CBOs, school districts, vocational schools and FBOs, and provide needed services to the County's emerging adult population.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer/Clerk of the Board send the adopted Board Letter of this action to: Probation Department, Contract Management Division, Attention: Yolanda Young, Director, 9150 E. Imperial Hwy Downey, CA 90242.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Robert Taylor".

Robert Taylor
Chief Probation Officer

RT:YY:DS:he

Attachment

c: Executive Officer, Board of Supervisors
County Counsel
Chief Executive Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



NON-FINANCIAL AGREEMENT TO PROVIDE SERVICES
AT AN ADULT DAY REPORTING CENTER (DRC)

NAME OF AGENCY

Date – Date

TABLE OF CONTENTS

	<u>Page No.</u>
1. PURPOSE OF THE NON-FINANCIAL AGREEMENT	1
2. WORK	1
3. TERM	2
4. PAYMENT PROVISIONS	2
5. INDEMNIFICATION.....	2
6. GENERAL INSURANCE REQUIREMENTS	2
7. INSURANCE COVERAGE REQUIRMENTS.....	4
8. TERMINATION.....	5
9. CONFIDENTIALITY.....	5
10. EMPLOYEE CRIMINAL RECORDS, NOTICE AND COUNTY APPROVAL	5

**COUNTY OF LOS ANGELES
AND
NAME OF AGENCY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 by and between the NAME OF AGENCY , located at _____, hereinafter referred to as " NAME OF AGENCY ", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, NAME OF AGENCY desires to provide services at an adult day reporting center; and

WHEREAS, NAME OF AGENCY has the capability, ability, resources and necessary funding to provide the contracted services;

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements for these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the NAME OF AGENCY;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE NON-FINANCIAL AGREEMENT

The purpose of this Agreement is to maintain within the NAME OF AGENCY, a non-financial agreement for services to emerging adult male probationers (18 to 25 year-olds) at the State grant-funded Adult Day Reporting Center (DRC) located at 5811 San Pedro Street Los Angeles, 90011.

2. WORK

- 2.1 Pursuant to the provisions of this Contract, the NAME OF AGENCY shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, **Exhibit A**.
- 2.2 NAME OF AGENCY shall obtain all the necessary licenses and permits necessary for the performance of this contract, at agency's cost, prior to its implementation.

3. **TERM**

This Agreement shall be for the period of _____ through _____ unless terminated earlier as provided for in this agreement.

4. **PAYMENT PROVISIONS**

This is a non-financial agreement.

5. **INDEMNIFICATION**

NAME OF AGENCY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with NAME OF AGENCY acts and/or omissions arising from and/or relating to this Agreement.

COUNTY shall indemnify, defend, and hold harmless NAME OF AGENCY, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement.

6. **GENERAL INSURANCE REQUIREMENTS**

Without limiting the NAME OF AGENCY'S indemnification of the COUNTY and during the term of this Contract, the NAME OF AGENCY'S shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the NAME OF AGENCY'S own expense.

6.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Hector Estrada, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Rm. D-29
Downey, CA. 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the NAME OF AGENCY to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the NAME OF AGENCY to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

6.3 Failure to Maintain Coverage: Failure by the NAME OF AGENCY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the NAME OF AGENCY resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the NAME OF AGENCY, the COUNTY may deduct from sums due to the NAME OF AGENCY any premium costs advanced by the COUNTY for such insurance.

6.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may

result in the filing of a claim or lawsuit against the NAME OF AGENCY and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the NAME OF AGENCY arising from or related to services performed by the NAME OF AGENCY under this Contract.
- Any injury to a NAME OF AGENCY employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the NAME OF AGENCY under the terms of this Contract.

6.5 Compensation for COUNTY Costs: In the event that the NAME OF AGENCY fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the NAME OF AGENCY shall pay full compensation for all costs incurred by the COUNTY.

6.6 Insurance Coverage Requirements for Subcontractors: The NAME OF AGENCY shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The NAME OF AGENCY providing evidence of insurance covering the activities of subcontractors, or
- The NAME OF AGENCY providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. INSURANCE COVERAGE REQUIREMENTS

7.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 7.2 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the NAME OF AGENCY is responsible. If the NAME OF AGENCY'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the NAME OF AGENCY is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8. **TERMINATION**

This Agreement may be terminated at any time, without cost, by either party upon giving at least thirty (30) days prior written notice thereof of the other. This Agreement may be terminated if funding becomes unavailable for the Adult Day Reporting Center.

9. **CONFIDENTIALITY**

NAME OF AGENCY and **COUNTY** shall maintain the confidentiality of all records and information relating to juvenile participants under this agreement. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable federal, State and County laws, ordinances, regulations, and directives relating to confidentiality. **NAME OF AGENCY** and the **COUNTY** shall inform all their managers, supervisors, employees, and any and all of **NAME OF AGENCY** subcontractors providing services hereunder, of the confidentiality provision of this agreement.

In no case shall records or information pertaining to participants be disclosed to any person except designated **COUNTY/ NAME OF AGENCY** employees.

10 **EMPLOYEE CRIMINAL RECORDS, NOTICE AND COUNTY APPROVAL**

NAME OF AGENCY shall be responsible for ongoing implementation and monitoring of subsections 8.1 through 8.7. On at least a quarterly basis, **NAME OF AGENCY** shall report, in writing, monitoring results to **COUNTY**, indicating

compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 10.1 No personnel employed by NAME OF AGENCY for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 10.2 The COUNTY reserves the right to conduct a background investigation of NAME OF AGENCY prospective employees prior to employment and further reserves the right to conduct a background investigation of NAME OF AGENCY employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 10.3 The COUNTY reserves the right to preclude the NAME OF AGENCY from employment or continued employment of any individual for this contract service.
- 10.4 No personnel employed by the NAME OF AGENCY for this project shall be on active probation or parole currently or within the last three (3) years.
- 10.5 NAME OF AGENCY and employees of the NAME OF AGENCY shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 10.6 The NAME OF AGENCY shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of NAME OF AGENCY employees, and further reserves the right to conduct a background investigation of NAME OF AGENCY employees at any time. **The NAME OF AGENCY employees shall not begin work on this contract before receiving clearance from COUNTY.**
- 10.7 Because COUNTY is charged by the State for checking the criminal records of NAME OF AGENCY employee; COUNTY will bill NAME OF AGENCY to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

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The PARTIES by their duly authorized signatures, have caused this Agreement to become effective on the day, month and year first written above.

COUNTY OF LOS ANGELES

BY _____
Robert B. Taylor
Chief Probation Officer

_____ Date

NAME OF AGENCY

BY _____

_____ Typed or Printed Name

_____ Title

_____ Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask
Principal Deputy
County Counsel